



# ecology and environment, inc.

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International Specialists in the Environmental Sciences

EPA Region 5 Records Ctr.



353513

April 28, 1981

Amoco Oil Company  
Fertilizers and Pesticides Dept.  
55 W. 22nd St. Suite 306  
Lombard, IL 60148

Attn: Mr. Arch Logan

Dear Mr. Logan:

As mentioned in our conversation on April 27, 1981, Ecology and Environment, Inc. has been contracted by the United States Environmental Protection Agency to investigate potentially uncontrolled hazardous waste sites. Ecology and Environment has been requested by the U.S. EPA to perform an on-site inspection at your Trekker Chemical Company site to obtain necessary background information, and information concerning waste types, disposal practices, etc.

It is the purpose of this letter to obtain either written or verbal permission from the land owner(s) or legal representative of the land owner(s) to let a team of five (5) Ecology and Environment personnel inspect the above mentioned location on a date which is mutually agreeable to both parties. The inspection will center on visual observations made by the on-site team and a site sketch map made of the area. Potential soil and/or water samples may be taken in areas that show signs of disturbance. Field measurements, i.e., radiation detection, metal detection, ambient gas monitoring, etc. may be taken when deemed necessary. Any request for information concerning the findings made, may be directed to me and I will forward the request to the U.S. EPA. Also, please find enclosed a copy of my credentials and a copy of Ecology and Environment's Secrecy Agreement.

Please feel free to contact myself or Rene Van Someren on questions which you may have. Thank you very much for your time.

Sincerely,

ECOLOGY AND ENVIRONMENT, INC.

*Thomas Lentzen*

Tom Lentzen

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4/28/81

MEMORANDUM ON CONFIDENTIAL TREATMENT  
ON CERTAIN INFORMATION

This memorandum executed by Trekker Chemical Co. (hereinafter "the Source") and Ecology and Environment, Inc. (hereinafter the Contractor") to set forth in writing the parties rights' and obligations in connection with a proposed inspection of source's premises at Trekker Chemical Company by contractor (pursuant to Section 308 of the Clean Water Act and Section 3007 of Resource Conservation & Recovery Act and contractor's contract No. 68-01-6056 with EPA).

2. The signatories recognize that during the course of this task, source may divulge business information which it claims to be confidential or show contractor processes or documents which source believes to be entitled to confidential treatment. The information furnished or observed may be either documentary (e.g., records or charts) or non-documentary (e.g., oral communications, taking of photographs, or visual observations).

The Source may assert a claim of confidentiality under the procedures as established in Part 2 of Title 40 of the Code of Federal Regulations (40 CFR Part 2) by noting such claim on documentary material provided to the contractor. The contractor will note the claim when submitting the information to EPA. Moreover, the source may notify the contractor that it considers the non-documentary information provided to the contractor to be confidential and the contractor will note said claim of confidentiality in any reports or documents submitted to EPA which include such non-documentary information. Any material or information claimed as confidential will be treated by the Contractor as confidential in accordance with its contract and will be treated by EPA in accordance with the provisions of 40 CFR Part 2. Any material or information for which a claim of confidentiality is not made may be made available to the public by EPA without notice to the source.

provisions in the contractor's contract with EPA concerning the use and disclosure of confidential information are included therein for the benefit of, and shall be enforceable by, both EPA and the source.

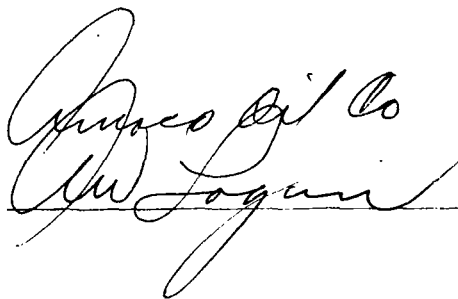
The provisions of Contract No. 68-01-6056 between EPA and the contractor provide:

- a. The contractor and its employees will: (i) use the information claimed to be confidential only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than EPA employees without the prior written approval of the Deputy Associate General Counsel for Contracts and General Administration; and (iii) return to the EPA Contracting Officer all copies of the information, and any abstracts or excerpt therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the contractor for the performance of the work required by the contract, or upon completion of the contract.
- b. The contractor will obtain a written agreement to honor the provisions of paragraph 2(a) from each of its employees who will have access to the information, before the employee is allowed access.
- c. The contractor will not use any information claimed to be confidential to compete with the source.
- d. Before entering into any subcontract that will involve either the disclosure to a subcontractor by the contractor of information claimed to be confidential, or the collection of information by a subcontractor, the contractor will obtain the written consent of the EPA Contracting Officer, after a written determination by the appropriate EPA program office.

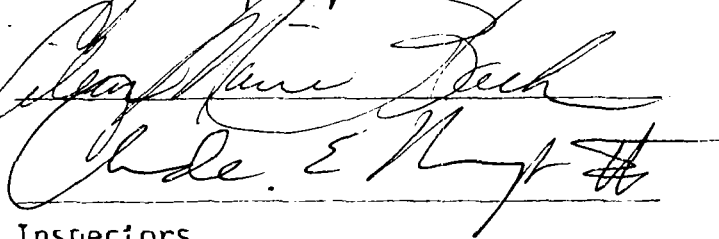
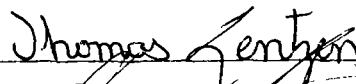
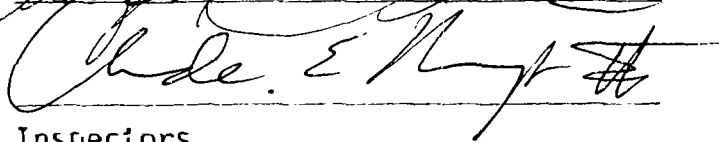
 Source will be given prior notice before disclosure is intended to be made under paragraphs a. and d.

3. Any subcontractor who will have access to the information is subject to the restrictions set forth in this Memorandum.

4. It is intended that this Memorandum be consistent with and not exceed the provisions of 40 CFR Part 2 and the provisions of contract No. 68-01-6056. Nothing in this Memorandum relieves the contractor of any liability it may independently have to the source as a matter of statutory or common law for injury to the source arising from the contractor's release of information in a manner which exceeds its authority under 50 CFR Part 2 and its contract with EPA.



Ecology & Environment, Inc.

Inspectors